

DISASTER ASSISTANCE AGREEMENT
BETWEEN THE _____ COUNTY COMMISSION AND
THE _____ COUNTY VOLUNTEER FIRE ASSOCIATION

Pursuant to Code of Alabama 1975, § 31-9-10, the _____ County Commission (hereinafter "Commission") has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs;

Additionally, as authorized by Code of Alabama 1975, § 31-9-10, the Commission has appointed a director of its local emergency management program (hereinafter "Director") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the Commission;

As a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the county during and after an emergency in the event that adequately responding to the emergency is beyond the resources of the county, the Commission, in consultation and agreement with the _____ County Emergency Management Agency (hereinafter "County EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such an emergency affecting citizens of the county, it is necessary and appropriate to enter into agreements with certain volunteer organizations to provide additional assistance to the Commission and the County EMA as needed during and after an emergency;

The _____ County Volunteer Fire Association (hereinafter "VFA") is a non-profit organization incorporated in _____ County as a support organization for the volunteer fire departments in the county meeting the requirements of Code of Alabama 1975, § 9-3-17, which provide fire protection to the citizens in its area, and which, under Code of Alabama 1975, § 9-3-18 are deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public. The VFA and its member volunteer fire departments have expressed an interest in assisting the Commission and the County EMA as necessary in the event of an emergency, and in anticipation of providing assistance as provided herein, have entered into an agreement with each other whereby the VFA will oversee any emergency services work to be provided by its members, will coordinate with its members and the Commission to provide necessary emergency services work from volunteer fire departments in the county under the terms of this agreement, and will be the responsible party for seeking reimbursement of costs from the Commission and reimbursing the participating member county volunteer fire departments as appropriate. A copy of the agreement between the VFA and its members is attached hereto as Exhibit "A" and incorporated herein by reference.

Based upon each of the foregoing, the Commission and the VFA do hereby enter into this agreement, according to the following considerations, terms, and conditions:

1. Subject to the conditions set out in paragraph 5, the VFA shall, upon request of the Director, provide the necessary personnel, equipment, and supplies to assist _____ County in necessary emergency services work during and after an emergency affecting the

county through coordination with its member county volunteer fire departments as set out herein and in Exhibit "A";

2. The VFA may temporarily decline a request for assistance if, at the time the request is made, the personnel, equipment, and supplies of its member county volunteer fire departments are involved in responding to a fire or rescue call in the area served by the VFA, or if conditions are unfit and unsafe for personnel. In this event, the president of the VFA shall advise the Director whether it will be available to provide assistance at a later time, and if so, the approximate time at which assistance will be available.

3. The president of VFA shall, within thirty (30) days following execution of this agreement, provide the Director with a complete listing of the member county volunteer fire departments which will be available to provide assistance, as well as the available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this agreement, and shall revise and update this listing as necessary.

4. When one or more of the VFA's member county volunteer fire departments does provide assistance to the County EMA under the terms of this agreement, the Commission shall reimburse the VFA for the actual costs incurred by its member county volunteer fire departments while providing assistance; provided, however, that in order to receive reimbursement, the VFA shall provide the Commission with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the Commission.

5. Both parties agree that all arrangements regarding assistance shall be coordinated between the Director and the president of the VFA, and that neither entity shall be responsible for any activities which are not approved by and coordinated between these individuals; provided, however, that the Director shall seek approval of the Commission to request assistance under the terms and conditions set out by the Commission, and the VFA shall not be eligible for reimbursement of costs on behalf of its member county volunteer fire departments unless the Commission has approved the request for assistance under terms and conditions established between the Commission and the Director;

6. Both parties agree that the responsibility for personnel lies solely with the member county volunteer fire departments participating through the VFA and that any volunteer personnel dispatched to assist _____ County during and after an emergency pursuant to this agreement shall be operating under the direction and supervision of the member county volunteer fire departments participating through the VFA and shall not in any manner be viewed as employees of the Commission or the _____ County EMA; provided, however, that the VFA makes no warranty as to the quality or continuity of services provided herein.

7. Both parties further agree that VFA and/or the member county volunteer fire departments participating through the VFA shall be solely responsible for all equipment and materials utilized for assistance as provided in this agreement, and that, except for reimbursement for actual costs as provided herein, neither the Commission nor the _____ County EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFA and/or the member county volunteer fire departments participating through the VFA.

8. Both parties agree that this agreement shall become effective on the date of execution and shall remain in full force and effect until such time as either party provides

thirty (30) days written prior notice of its termination. Either party may terminate the agreement upon thirty (30) days written prior notice with or without cause.

9. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment; a new agreement shall be executed between the parties.

This agreement is entered into on this the ____ day of _____, 2006 by the undersigned parties.

Chairman, _____ County Commission

President, _____ County
Volunteer Fire Association

Director, _____ County Emergency
Management Agency